was sought by another to prevent the board from acting, on the ground that the statute vested the board with judicial powers and was, therefore, unconstitutional. *Held*, that the injunction be granted. *Board of Water Engineers* v. *McKnight*, 229 S. W. 301 (Tex.).

For a discussion of the principles involved, see NOTES, *supra*, p. 450.

CONTRACTS — CONSTRUCTION OF CONTRACTS — NATURE OF SHIPPING DOCUMENTS TO BE TENDERED UNDER C. I. F. CONTRACT. — The plaintiff made a c. i. f. contract for the sale of goods to the defendant. The plaintiff duly tendered a document purporting to be a bill of lading, stating the goods to have been "received . . . to be transported by the SS. Anglia . . . or failing shipment by said steamer in and upon a following steamer." The defendant refused to accept this as a bill of lading. *Held*, that the plaintiff is not entitled to the price. *Diamond Alkali Export Corporation* v. *Bourgeois*, [1921] 3 K. B. 443.

Under a c. i. f. contract the purchaser agrees to pay cash against shipping documents, including a bill of lading. See *C. Groom, Ltd.* v. *Barber*, [1915] 1 K. B. 316, 324; *Ireland* v. *Livingston*, L. R. 5 H. L. 395, 406; *Smith Co.* v. *Moscahlades*, 193 App. Div. 126, 129, 183 N. Y. Supp. 500, 503. What is a bill of lading within the meaning of the contract is a question of construction, to be determined largely by the sense given the words by business custom. An instrument acknowledging receipt by the carrier of goods to be shipped on a named or any other vessel does not fulfill all the requirements sometimes laid down for bills of lading. See *Rowley* v. *Bigelow*, 12 Pick. (Mass.) 307, 314; *The Caroline Miller*, 53 Fed. 136, 138 (S. D. N. Y.). But in modern business large-scale shipping often necessitates the acceptance of goods without naming the forwarding ship. And the English Privy Council has recently held that a document such as that refused in the principal case is a bill of lading within the Admiralty Act, 1861. *The Ship "Marlborough Hill"* v. *Alex. Cowan & Sons, Ltd.*, [1921] 1 A. C. 444. It is difficult to reach a definite conclusion on such a question of construction without an examination of the evidence as to business custom; but it seems likely that the view of the court in the principal case will not be universally followed.

COSTS — SUIT-MONEY FOR THE DEFENDANT WIFE IN A DIVORCE ACTION. — The husband sued for divorce on the ground of adultery. *Pendente lite*, the wife applied for the usual order for costs for her defense, filing an affidavit as to the merits, but not specifically denying the adultery. From an order that the husband pay her costs already incurred and lodge further security in court, the husband appealed. *Held*, that the appeal be dismissed. *Franklin* v. *Franklin*, [1921] P. 407.

For a discussion of the principles involved, see NOTES, *supra*, p. 464.

CRIMINAL LAW — PUBLIC TORTS — MISTAKE OF FACT. — A statute made it an offense punishable by fine and imprisonment to sell cider that is intoxicating. The defendant sold such cider, but introduced evidence that he did not know it was intoxicating. The judge refused to allow that issue to go to the jury, on the ground that it was no defense. *Held*, that mistake of fact is a defense in an action under this statute. *Coury* v. *State*, 200 Pac. 871 (Okla.).

For a discussion of the principles involved, see NOTES, *supra*, p. 462.

ESTOPPEL — TRANSFER OF PLEDGE INTEREST IN CHATTELS BY ESTOPPEL. — A delivered jewels to B, purporting to pledge them as his own for an advance made him by B. A had no interest in the jewels, but later he lent money to the true owner of them and obtained an agreement from the latter that they should stand pledged to A as security for this loan. The owner did not know

of A's prior dealings with B; and, although it does not so appear upon the record, it must be suspected that A's conduct in obtaining the pledge was fraudulent. *Held*, that the pledge interest so procured passed by estoppel to B so as to enable B to hold the jewels as against the general owner until the latter should pay the amount which A had loaned her. *Blundell-Leigh* v. *Attenborough*, [1921] 3 K. B. 235 (C. A.).

For a discussion of the principles involved in this aspect of the case, see NOTES, *supra*, p. 456. (The questions of the law of pledges raised by this decision were considered in 35 HARV. L. REV. 318.)

EVIDENCE — CONFESSIONS — ADMISSIONS — NECESSITY OF PROVING THAT THEY ARE VOLUNTARY. — In a prosecution for maintaining a bawdy-house, a witness testified that the defendant told him that she was the occupant of the house. The prosecution had not prefaced this introduction of evidence with anything to show that the accused's statement was voluntarily made. *Held*, that the admission of the testimony was error. *Rex* v. *Jones*, [1921] 3 W. W. R. 411 (Alta.).

A confession is an admission of guilt in a criminal case. Before it may be introduced in evidence the prosecution must show that it was voluntarily made. *Ibrahim* v. *Rex*, [1914] A. C. 599; *Reg.* v. *Thompson*, [1893] 2 Q. B. 12. Otherwise it is excluded as untrustworthy. *Comm.* v. *Myers*, 160 Mass. 530, 36 N. E. 481. See *Reg.* v. *Scott*, 1 D. & B. 47, 58. No such requirement exists as to other admissions, whether in civil or criminal cases. See *Newhall* v. *Jenkins*, 68 Mass. 562, 563; *Stockfleth* v. *De Tastet*, 4 Camp. 10, 11. See 1 WIGMORE, EVIDENCE, § 821 (3) and 2 *ibid.*, § 1050. The difference in practice is usually referred to the law's solicitude for the prisoner, and to the greater untrustworthiness of confessions, due to the likelihood of yielding to coercion or promise because of what is at stake. See 1 WIGMORE, *op. cit.*, § 815. There is, moreover, the factor, not noted in the cases, of the accused's privilege against testifying. If confessions which are *ex hypothesi* untrustworthy are received, the accused may be forced on the stand in self-protection and be exposed to a complete violation of the privilege the law has said should be his. See 3 WIGMORE, *op. cit.*, § 2276(2). These considerations, which lead to the requirement that the prosecution show lack of threat or promise before it introduces a confession, would seem to apply with about equal weight to other admissions in criminal cases. Hence, although the statement in the principal case is properly to be regarded as an admission short of a confession, the result seems desirable.

FEDERAL COURTS — JURISDICTION — ENJOINING PROCEEDINGS UNDER STATE EXECUTIONS VIOLATING FEDERAL LAW. — Judgments were recovered in a state court against the petitioner and the Director General of Railroads on causes of action arising while the railroad was under Federal control. Executions were caused to be issued commanding the sheriff to satisfy the judgments by sale of the petitioner's property. The latter seeks in a Federal court to enjoin the sheriff and the plaintiffs in the executions from further proceedings in violation of a Federal statute providing that no execution shall be levied on the property of any railroad under a judgment where the cause of action arose during Federal control. (41 STAT. AT L. 462.) *Held*, that the temporary injunction be made permanent. *Seaboard Air Line Co.* v. *Fowler*, 275 Fed. 239 (W. D. N. C.).

A statute provides that Federal courts may not enjoin proceedings in state courts except in bankruptcy cases. 36 STAT. AT L. 1162. See 1 JOYCE, INJUNCTIONS, §§ 88, 600. Executions and sales in satisfaction of valid judgments fall within this prohibition. *Mills* v. *Provident Life & Trust Co. of Phila.*, 100 Fed. 344 (9th Circ.); *American Ass'n* v. *Hurst*, 59 Fed. 1 (6th Circ.). But